

# Memorandum



**Date:** January 25, 2007

**To:** Honorable Chairman Bruno A. Barreiro  
and Members, Board of County Commissioners

Agenda Item No. 10(B)(1)(D)

**From:** George M. Burgess  
County Manager

**Subject:** FY2006-07 Youth Arts Enrichment Program (YEP) Grant Award Recommendations

## RECOMMENDATION

It is recommended that the Board of County Commissioners approve the funding of 33 grant awards for a total of \$500,000 from the FY2006-07 Youth Arts Enrichment Program.

## BACKGROUND

The FY2006-2007 Youth Arts Enrichment Program Grants Panel convened on Thursday, October 19, 2006 to review 34 applications requesting a total of \$531,830. The Panel recommended funding 33 applications for a total of \$500,000. One application scored below the threshold established by the panel and was not recommended for funding. The Cultural Affairs Council approved these funding recommendations at their meeting on October 24, 2006.

The Youth Arts Enrichment (YEP) Grants Program was created as a joint initiative of the Miami-Dade County Department of Cultural Affairs and The Children's Trust. The objective of the YEP Grants Program is to enrich the lives of children through the arts by making the arts available to more children and families throughout Miami-Dade County, whereby, children will have opportunities to have positive live arts experiences through:

- Arts Instruction
- Arts Intervention
- In-school Performances
- Public Performances

Applicants to this program must have a minimum two-year track record of providing high quality, cultural arts programs for children and/or youth. Units of government and educational institutions such as schools, colleges and universities may not apply. The program is structured into three funding categories:

CATEGORY A: Provides project-based funding support to non-profit organizations with annual organizational budgets of \$1,000,000 or more for the last completed fiscal year. Applicants in Category A may request up to \$30,000.

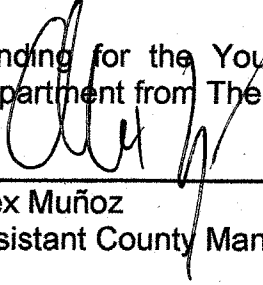
CATEGORY B: Provides project-based funding support to non-profit organizations with annual organizational budgets of between \$500,000 - \$1,000,000 for the last completed fiscal year. Applicants in Category B may request up to \$20,000.

CATEGORY C: Provides project-based funding support to non-profit organizations with annual organizational budgets of less than \$500,000 for the last completed fiscal year. Applicants in Category C may request up to \$10,000.

The Panel specifically evaluated each applicant organization based on the following competitive review criteria: 1) artistic merit, 2) impact, and 3) management capability. In addition, priority attention was given to projects that addressed children whose ability to participate in such programs may be limited by geography, economics or disability.

Attached is a list of the projects recommended for funding.

Funding for the Youth Arts Enrichment Program is derived from monies granted to the Department from The Children's Trust (\$500,000), and is subject to the availability of funds.

  
\_\_\_\_\_  
Alex Muñoz  
Assistant County Manager

Attachments



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Bruno A. Barreiro  
and Members, Board of County Commissioners

**DATE:** January 25, 2007

**FROM:** Murray A. Greenberg  
County Attorney

**SUBJECT:** Agenda Item No. 10(B)(1)(D)

Please note any items checked.

\_\_\_\_\_ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised

\_\_\_\_\_ 6 weeks required between first reading and public hearing

\_\_\_\_\_ 4 weeks notification to municipal officials required prior to public hearing

\_\_\_\_\_ Decreases revenues or increases expenditures without balancing budget

\_\_\_\_\_ Budget required

\_\_\_\_\_ Statement of fiscal impact required

\_\_\_\_\_ Bid waiver requiring County Manager's written recommendation

\_\_\_\_\_ Ordinance creating a new board requires detailed County Manager's report for public hearing

\_\_\_\_\_ Housekeeping item (no policy decision required)

\_\_\_\_\_ No committee review

Approved \_\_\_\_\_ Mayor

Veto \_\_\_\_\_

Override \_\_\_\_\_

Agenda Item No. 10(B)(1)(D)

01-25-07

RESOLUTION NO.

RESOLUTION AUTHORIZING APPROVAL OF THIRTY-THREE (33) GRANT AWARDS FROM THE FY2006-07 YOUTH ARTS ENRICHMENT GRANTS PROGRAM TO: ACTORS' PLAYHOUSE PRODUCTIONS, INC.; ARTS BALLET THEATRE OF FLORIDA, INC.; ARTSPRING, INC.; AYUDA, INC.; CACEC, INC.; CENTER FOR EMERGING ART, INC.; CENTER FOR THE ADVANCEMENT OF JEWISH EDUCATION, INC.; CITY THEATRE, INC.; COMMUNITY CONCERT ASSOCIATION, INC.; CREATIVE CHILDREN THERAPY, INC.; FANTASY THEATRE FACTORY, INC.; FLORIDA GRAND OPERA, INC.; FREDDICK BRATCHER & COMPANY, INC.; GABLESTAGE, INC.; KAREN PETERSON AND DANCERS, INC.; M ENSEMBLE COMPANY, INC.; MARJORY STONEMAN DOUGLAS BISCAYNE NATURE CENTER, INC.; MIAMI CONTEMPORARY DANCE COMPANY; MIAMI LIGHT PROJECT, INC.; MIAMI MOMENTUM DANCE COMPANY, INC.; MUSEUM OF CONTEMPORARY ART, INC.; MUSEUM OF SCIENCE, INC.; NORTH BEACH DEVELOPMENT CORPORATION OF MIAMI BEACH, INC.; PERFORMING ARTS CENTER TRUST, INC.; PROYECTO ARTE ACTUAL, INC. (DBA THE MOORE SPACE); THE BISCAYNE FOUNDATION, INC.; THE DANCE NOW! ENSEMBLE, INC.; THE MIAMI CHILDREN'S MUSEUM, INC.; THE MIAMI SYMPHONY ORCHESTRA, INC.; THE MURRAY DRANOFF FOUNDATION, INC.; THE SOUTH FLORIDA BOYS CHOIR, INC.; TIGERTAIL PRODUCTIONS, INC.; AND VSA ARTS OF FLORIDA, INC.; AND AUTHORIZING THE COUNTY MANAGER TO EXERCISE CANCELLATION PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the funding of thirty-three (33) grant awards for a total of \$500,000 from the Department of Cultural Affairs FY2006-07 Youth Arts Enrichment Grants Program as follows:

A1	Actors' Playhouse Productions, Inc.	\$24,900
A2	Center for the Advancement of Jewish Education, Inc.	9,825
A3	Creative Children Therapy, Inc.	30,000
A4	Florida Grand Opera, Inc.	30,000

A5	Museum of Contemporary Art, Inc.	23,000
A6	Museum of Science, Inc.	23,525
A7	Performing Arts Center Trust, Inc.	30,000
A8	The Miami Children's Museum, Inc.	27,500
B1	Ayuda, Inc.	15,500
B2	City Theatre, Inc.	20,000
B3	Fantasy Theatre Factory, Inc.	20,000
B4	GableStage, Inc.	20,000
B5	Miami Light Project, Inc.	20,000
B6	The Miami Symphony Orchestra, Inc.	20,000
B7	VSA Arts of Florida, Inc.	18,680
C1	Arts Ballet Theatre of Florida, Inc.	7,000
C2	ArtSpring, Inc.	10,000
C3	CACEC, Inc.	7,930
C4	Center for Emerging Art, Inc.	8,330
C5	Community Concert Association, Inc.	10,000
C6	Freddick Bratcher & Company, Inc.	10,000
C7	Karen Peterson and Dancers, Inc.	10,000
C8	M Ensemble Company, Inc.	10,000
C9	Marjory Stoneman Douglas Biscayne Nature Center, Inc.	10,000
C10	Miami Contemporary Dance Company	10,000
C11	Miami Momentum Dance Company, Inc.	10,000
C13	North Beach Development Corporation of Miami Beach, Inc.	7,430
C14	Proyecto Arte Actual, Inc. (dba The Moore Space)	8,130
C15	The Biscayne Foundation, Inc.	9,750
C16	The Dance Now! Ensemble, Inc.	10,000
C17	The Murray Dranoff Foundation, Inc.	10,000
C18	The South Florida Boys Choir, Inc.	8,500
C19	Tigertail Productions, Inc.	10,000

5

in substantially the form of the agreement attached hereto and made a part hereof; and authorizes the County Manager to execute same for and on behalf of Miami-Dade County; and to exercise cancellation provisions contained therein.


The foregoing resolution was offered by Commissioner who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman	
Barbara J. Jordan, Vice-Chairwoman	
Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 25<sup>th</sup> day of January, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as  
to form and legal sufficiency. 

Stephen Stieglitz

By: \_\_\_\_\_  
Deputy Clerk

**MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS  
FY2006-2007 YOUTH ARTS ENRICHMENT PROGRAM (YEP) GRANTS**

**FY2006-07  
Award**

Grant #: A 1 **Actors' Playhouse Productions, Inc.**

**\$24,900**

**280 Miracle Mile, Coral Gables, FL 33134  
Organization Established in 1988**

***Theatre Arts Experience for Middle School Children***

Funds are requested to provide a unique arts education experience to middle school children. The project will include attendance for the students at two World Premier plays at the Miracle Theatre to be followed by interactive theatre arts master classes at their schools. Students will learn about the creation of a new theatrical work from the authors, about theatre production from the presenter and design development of the work.

Grant #: A 2 **Center for the Advancement of Jewish Education, Inc.**

**\$9,825**

**4200 Biscayne Blvd., Miami, FL 33137  
Organization Established in 1944**

***The Young Film Makers Institute***

Funds are requested to fully implement the Young Film Makers Institute, which gives teens the opportunity to express themselves through the art of film, to begin to learn the basic skills for their craft, and to feel the satisfaction and reward of seeing their films on the "big screen". The project includes professionally led workshops, the creation of students' own scripts and films, and the presentation of the films at the Miami Jewish Film Festival.

Grant #: A 3 **Creative Children Therapy, Inc.**

**\$30,000**

**12608 SW 88 Street, Miami, FL 33186  
Organization Established in 2003**

***Artistic Realization Technologies (A.R.T.) Program***

Funds are requested to develop and implement the A.R.T. Program for children with disabilities. The A.R.T. program enables children that cannot use their own hands to create visual art work through a unique technology utilizing student-controlled laser pointers and human "Trackers". The project includes professional development for artists to be trained as Trackers to work with the children, workshops and classes with the students, and the culmination of the project with exhibitions of the students' work.

Grant #: A 4 **Florida Grand Opera, Inc.**

**\$30,000**

**1200 Coral Way, Miami, FL 33145  
Organization Established in 1941**

***Anna Karenina Festival***

Funds are requested to support four initiatives of the Anna Karenina Festival designed to attract and engage new and younger audiences. Activities of the project will include in-school "Meet the Composer" sessions, "Anna Karenina" film retrospective and open forums, participation in the OperaScholars Program for selected students, and a "Family Day" at the Carnival Center for the Performing Arts, all of which will coincide with the mainstage performances of "Anna Karenina".

**MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS  
FY2006-2007 YOUTH ARTS ENRICHMENT PROGRAM (YEP) GRANTS**

**FY2006-07  
Award**

Grant #: A 5 **Museum of Contemporary Art, Inc.**

**\$23,000**

**770 NE 125th Street, North Miami, FL 33161  
Organization Established in 1981**

***Women on the Rise! Outreach Program***

Funds are requested to provide MOCA's nationally acclaimed "Women on the Rise!" outreach program for 350 at-risk teenage girls. Project activities include a series of hands-on art, art history and creative writing workshops; field trips to MOCA and other cultural institutions to view work by and meet with contemporary women artists, such as Ana Mendieta, Lorna Simpson, Alice Neel and Shirin Neshat; and a Spring 2007 exhibition of the work created by the participating students to be held in MOCA's Pavilion Gallery.

Grant #: A 6 **Museum of Science, Inc.**

**\$23,525**

**3280 South Miami Avenue, Miami, FL 33129  
Organization Established in 1949**

***The AlienLight Project***

Funds are requested for the creation and presentation of the "AlienLight Project": a special collaboration of a local lighting and special effects visual artist partnered with Miami Museum of Science & Planetarium staff, and a selected crew of talented minority youth. Project activities will include student interns working directly with Wendy Wischer in the design, production and creation of the AlienLight installation; and visits to the Museum and Planetarium by students to experience demonstrations, the Science of Aliens exhibition and the AlienLight presentation.

Grant #: A 7 **Performing Arts Center Trust, Inc.**

**\$30,000**

**1300 Biscayne Blvd., Miami, FL 33131  
Organization Established in 1991**

***Beyond Boundaries - High School Arts Access***

Funds are requested to support the Beyond Boundaries - High School Arts Access project developed by the Carnival Center for the Performing Arts in partnership with Miami-Dade County Public Schools and Youth Expressions. The project will bring Carnival Center artists together with underserved high school students for active learning opportunities in music, dance and theater. Activities will include a variety of arts instruction, workshops, in-school artist residencies, open discussions and performances.

Grant #: A 8 **The Miami Children's Museum, Inc.**

**\$27,500**

**980 MacArthur Causeway, Miami, FL 33132  
Organization Established in 1983**

***Homeless and Foster Children Program***

Funds are requested to provide targeted services to homeless and foster children in partnership with 20 provider sites throughout Miami-Dade County. Project activities will include transportation and field trips to the Museum, outreach visits by museum staff to the participating centers, resource materials, and Free Museum Evenings.



**MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS  
FY2006-2007 YOUTH ARTS ENRICHMENT PROGRAM (YEP) GRANTS**

**FY2006-07**

**Award**

Grant #: B 1 **Ayuda, Inc.**

**\$15,500**

**7118 Byron Avenue, Miami Beach, FL 33141**

**Organization Established in 1977**

***Arts for All Project***

Funds are requested to partner with Arte del Barrio Corp. to improve services to at-risk preschool and afterschool children and enhance their creativity through the arts. Project activities will include a series of events at preschool and afterschool sites to include mural painting and interactive art and music instruction workshops, which will culminate in a final interdisciplinary event at each site.

Grant #: B 2 **City Theatre, Inc.**

**\$20,000**

**444 Brickell Avenue, Ste. #229, Miami, FL**

**Organization Established in 1996**

***Shorts for Kids***

Funds are requested to produce and implement "Shorts for Kids", a new summer theater performance series geared toward children ages 10 and older, along with their families. "Shorts for Kids" will feature "short" plays expressly designed to appeal to a diverse, multi-cultural young audiences and their families. Project activities include two weekends of performances at the Coral Gables Youth Center and post-performance discussions with the cast. In addition, City Theatre's Educational Director will guide participants through Study Guide exercises designed to enable students to craft their own "short" play and develop their own creative voice.

Grant #: B 3 **Fantasy Theatre Factory, Inc.**

**\$20,000**

**7069 SW 47th Street, Miami, FL 33155**

**Organization Established in 1982**

***Educational Outreach Programs: School Based and Field Trip/Touring Shows***

Funding is requested to expand Fantasy Theatre Factory's Educational Outreach Programs which provide opportunities for children in grades PreK-6 to attend live professional theatre performances in schools, theaters and cultural venues. FTF will add several additional programs at many new school sites as well as additional performances at cultural venues. Project activities include in-school live theatre performances and field trips which include pre/post study guides and post-performance Q&A sessions.

Grant #: B 4 **GableStage, Inc.**

**\$20,000**

**1200 Anastasia Avenue, Ste. #230, Coral Gables, FL 33134**

**Organization Established in 1979**

***Community Outreach Touring Program Expansion***

Funds are requested to enhance, develop and hone GableStage's Community Outreach Touring Program featuring Shakespeare's many works. Project activities will include the production of 6 free performances of TIMON of ATHENS, as well as 6 lectures featuring local actors, directors and designers given in conjunction with the performances and followed by an open Q&A session.

**MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS  
FY2006-2007 YOUTH ARTS ENRICHMENT PROGRAM (YEP) GRANTS**

**FY2006-07**

**Award**

Grant #: B 5 **Miami Light Project, Inc.**

**\$20,000**

**3000 Biscayne Blvd., #100, Miami, FL 33137**

**Organization Established in 1989**

***Out of the Box Youth Outreach Programs***

Funding is requested to expand Miami Light Project's Out of the Box Youth Outreach Programs, which provides underserved youth with intensive artistic training with professional artists working in the contemporary performance genre. Project activities include Here and Now artist residencies in schools and through Little Haiti-based Youth Expressions which culminate in a performance of the new works created by students, as well as the Backstage Pass program which provides free and discount tickets for students to attend performances.

Grant #: B 6 **The Miami Symphony Orchestra, Inc.**

**\$20,000**

**10300 SW 72nd , Ste. #499, Miami, FL 33173**

**Organization Established in 1989**

***Symphonie Funtastique***

Funds are requested to support the expansion of the Miami Symphony Orchestra's Symphonie Funtastique outreach program for children. Project activities include in-school music masterclasses, lecture/demonstrations and performances, as well as a free Miami-Dade Student Night performance at the Carnival Center for the Performing Arts for students and their families.

Grant #: B 7 **VSA Arts of Florida, Inc.**

**\$18,680**

**3500 E. Fletcher Ave., Ste 234, Tampa, FL 33613**

**Organization Established in 1981**

***Art on the Move***

Funds are requested to partner with ArtAbilities at the Mailman Center for Child Development to transform the ArtAbilities art work created by children with disabilities into a multi-faceted, fully accessible exhibition able to be experienced by children of all abilities. Project activities will include the technical transformation and adaptations of the art pieces, on-site class lectures on arts and inclusion and the exhibition of the works throughout the County.

Grant #: C 1 **Arts Ballet Theatre of Florida, Inc.**

**\$7,000**

**2646 NE 189 Terrace, Miami, FL 33180**

**Organization Established in**

***Arts Ballet Goes to School Program***

Funds are requested to expand the Arts Ballet Goes to School Program to reach an additional 1,000 children through in-school and afterschool programs. Project activities include dance appreciation, lecture/demonstrations, and free tickets to performances at the North Miami Beach Performing Arts Theatre.

**MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS  
FY2006-2007 YOUTH ARTS ENRICHMENT PROGRAM (YEP) GRANTS**

**FY2006-07  
Award**

Grant #: C 2 **ArtSpring, Inc.**

**\$10,000**

**P.O. Box 343432, Florida City, FL 33034  
Organization Established in 1992**

***Breaking Free - Expressive Arts for Girls***

Funding is requested to support the expansion of the Breaking Free - Expressive Arts for Girls program to offer arts-based programming in community settings for girls in the juvenile justice system. Project activities include a unique interdisciplinary curriculum which incorporates creative movement, theatre games, writing, drawing, music, drumming, storytelling, mediation, guided imagery and performance as transformational tools for self-reflection and personal change. Original work created by the participating girls is explored in workshop settings and becomes the material for the creation and production of live presentations.

Grant #: C 3 **CACEC, Inc.**

**\$7,930**

**11311 SW 154th Street, Miami, FL 33157  
Organization Established in 2002**

***Arts Instruction Outreach Program***

Funds are requested to implement an outreach program targeting children and young adults by giving them the opportunity to develop their natural abilities and learn other artistic skills. Project activities include ongoing arts instruction in music, voice, guitar, theater, media arts, personal development, dance, literary arts and visual arts. In addition, participating students will have the opportunity to perform in a number of South Dade community venues and at CACEC's 10th Anniversary Celebration.

Grant #: C 4 **Center for Emerging Art, Inc.**

**\$8,330**

**800 West Avenue, Ste #737, Miami Beach, FL 33139  
Organization Established in 1995**

***Prevention Through the Arts: Music Video Project***

Funds are requested to implement the Prevention Through The Arts Music Video project, which is designed to carry an anti-drug/anti-alcohol message and to provide a creative outlet to youth through the production of art and video. Project activities include workshops conducted by an artist-in-residence and exhibitions of the students' work.

Grant #: C 5 **Community Concert Association, Inc.**

**\$10,000**

**2333 Brickell Ave, #417, Miami, FL 33129  
Organization Established in 1957**

***The Miami String Project***

Funds are requested to support the Miami String Project which provides young people with positive musical experiences through instruction, public performances and exposure. Project activities include string music instruction, performances by the participating students at inner-city schools, public libraries, community centers and special events as well as other venues throughout Miami-Dade County, and which include a lecture/demonstration component, audience interaction and a Q&A session.

**MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS  
FY2006-2007 YOUTH ARTS ENRICHMENT PROGRAM (YEP) GRANTS**

**FY2006-07**  
**Award**

Grant #: C 6 **Freddick Bratcher & Company, Inc.**

**\$10,000**

**5900 SW 63rd Avenue, South Miami, FL 33143**  
**Organization Established in 1980**

Funds are requested to create a new collaborative outreach project with Summerbridge Miami to engage participating students in dance workshops, presentations and discussions. Project activities include instructional dance workshops, in-school performances, free admission and transportation to a Freddick Bratcher & Company performance at the Colony Theater and lecture/demonstrations on dance conducted at parent workshops.

Grant #: C 7 **Karen Peterson and Dancers, Inc.**

**\$10,000**

**11760 SW 72 Ave, Miami, FL 33156**  
**Organization Established in 1989**

***The Talent Showcase Project and Creative Kids***

Funds are requested to implement a new project serving students with varied emotional and physical disabilities to discover their own natural, physical movement through inner sensation, focus, music or image; develop an openness of inquiry and come together as a group; create performance together within diversity; to challenge expectations of themselves; and to break down barriers through the common goal of performance. Project activities include ongoing in-school movement workshops which will lead to public performances of the students' work.

Grant #: C 8 **M Ensemble Company, Inc.**

**\$10,000**

**P.O. Box 1175, Miami, FL 33168**  
**Organization Established in 1976**

***Children's Theatrical Arts Education Program Expansion***

Funds are requested to expand M Ensemble's children's theatrical arts education program to target low-income youth through afterschool and weekend programming. The project uses educational theatre and diverse creative curricula to encourage independent thought, build self esteem, confidence and a sense of community while celebrating diversity in a supportive, noncompetitive environment. Project activities include ongoing instructional workshops leading to student performances of their work.

Grant #: C 9 **Marjory Stoneman Douglas Biscayne Nature Center, Inc.**

**\$10,000**

**6767 Crandon Blvd., Key Biscayne, FL 33183**  
**Organization Established in 1985**

***Patterns of Nature Outreach Program***

Funds are requested for the Patterns of Nature outreach program for low-income minority students, which provides students the opportunity to explore the natural patterns, shapes and colors of nature in a coastal hammock, butterfly garden and seagrass beds. Project activities include full-day visits to the Nature Center where students experience interactive Seagrass Adventures, Hammock Walks and Butterfly Garden Tours, as well as digital photography and art instruction and exhibitions of the students' work.

**MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS  
FY2006-2007 YOUTH ARTS ENRICHMENT PROGRAM (YEP) GRANTS**

**FY2006-07**

**Award**

Grant #: C 10 **Miami Contemporary Dance Company**

**\$10,000**

**1919 Purdy Ave, Miami Beach, FL 33139  
Organization Established in 2000**

***Dancing Through the Silence***

Funds are requested to implement Dancing Through the Silence, a dance program for youth who are deaf or hard of hearing which allows them to experience the freedom of movement that comes through dancing. Project activities include a series of free modern dance workshops with a culminating in-studio public performance of the students' work. Classes will incorporate American Sign Language and will encourage participating students to learn a corporal language that will allow them to express their feelings through creative movement.

Grant #: C 11 **Miami Momentum Dance Company, Inc.**

**\$10,000**

**P.O. Box 331973, Coconut Grove, FL 33233  
Organization Established in 1982**

***Two-Tiered Residency Outreach Program***

Funds are requested to significantly expand Momentum's in-school dance residency program at RR Moton Elementary School and South Miami Middle School to serve 2,000 students. Project activities include in-school sequential dance instruction, lecture/demonstrations and in-school performances for students.

Grant #: C 13 **North Beach Development Corporation of Miami Beach, Inc.**

**\$7,430**

**8877 Collins Avenue, #610, Surfside, FL 33154  
Organization Established in 1988**

***Miami International Kids Entertainment (M.I.K.E.)***

Funds are requested to help implement the first annual M.I.K.E. film and art festival in North Miami Beach. Project activities include international film screenings and art workshops that promote a taste for diversity in art and culture; free outdoor movie screenings and concert performances, as well as film screenings at the Byron Carlyle theater.

Grant #: C 14 **Proyecto Arte Actual, Inc. (dba The Moore Space)**

**\$8,130**

**4040 NE 2nd Ave, 2nd FL, Miami, FL 33137  
Organization Established in 2002**

***D.A.S.H., SKIP AND A JUMP to the Moore***

Funds are requested to expand the D.A.S.H., SKIP AND A JUMP to the Moore outreach program which provides students guided tours, workshops and video presentations related to The Moore Space's exhibition program. Project activities include presentations and discussions on the history of contemporary art as it relates to the current exhibition, as well as hands-on studio art workshops in a variety of disciplines.

**MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS  
FY2006-07 YOUTH ARTS ENRICHMENT PROGRAM (YEP) GRANTS**

**FY2006-07**

**Award**

Grant #: C 15 **The Biscayne Foundation, Inc.**

**\$9,750**

**2785 NE 183rd Street, Miami, FL 33160**

**Organization Established in 1995**

***Circles of Healing***

Funds are requested to help implement the Circles of Healing therapeutic visual arts intervention project for children with disabilities. Project activities include a visual arts therapy group, visual arts instruction, exhibition of the work created by the students and publication of a printed booklet of the art work.

Grant #: C 16 **The Dance Now! Ensemble, Inc.**

**\$10,000**

**P.O. Box 416525, Miami Beach, FL 33141**

**Organization Established in 2000**

***Hialeah High School Residency and Performance***

Funds are requested to expand Dance Now's educational programming to target students and families in Hialeah. Project activities include a ten-week artist residency at Hialeah High School to provide dance instruction to students and a free public performance by The Dance Now! Ensemble at the newly renovated Hialeah High School Auditorium.

Grant #: C 17 **The Murray Dranoff Foundation, Inc.**

**\$10,000**

**3550 Biscayne Blvd, Ste #702, Miami, FL 33137**

**Organization Established in 1986**

***The Classical Dranoff Gets Down with ArtSouth***

Funds are requested to implement the Classical Dranoff Gets Down with ArtSouth outreach program, which breaks down notions and practices of divisions and separations between different fields of the arts, and shows the integration of music and visual arts to students to broaden their understanding of the roles of the arts and music in their world, as well as expand their views and information on career tracks in the arts. Project activities include in-school performances, workshops, lecture/demonstrations, a visual art competition and exhibition and a free concert performance at ArtSouth.

Grant #: C 18 **The South Florida Boys Choir, Inc.**

**\$8,500**

**9966 West Hibiscus Street, Miami, FL 33157**

**Organization Established in 1999**

***Hope Through Harmony Fall & Winter Performances***

Funds are requested to support the fall and winter performances of the SFBC's Hope Through Harmony Afterschool program serving at-risk youth in South Miami-Dade County. Project activities include the free Fall Harvest Festival and Winter Holidays in Harmony concert performances held at the RR Moton Creative Arts Magnet School Theater.

**MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS  
FY2006-07 YOUTH ARTS ENRICHMENT PROGRAM (YEP) GRANTS**

**FY2006-07  
Award**

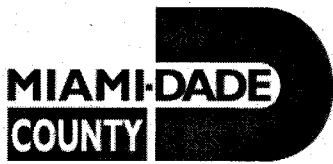
Grant #: C 19 **Tigertail Productions, Inc.**

**\$10,000**

**842 NW 9th Court, Miami, FL 33136  
Organization Established in 1979**

***Tigertail WordSpeak 2007***

Funds are requested to significantly expand Tigertail's WordSpeak 2007 program, a multi-faceted spoken word project for inner-city teens. Project activities include artist residencies; multiple workshops in spoken word, creative writing and cartooning; numerous performance opportunities for participating students to showcase their work; and publication of a book and companion CD comprised of poems written by the participating students.



**MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS  
«PROGRAM»**

**GRANT AWARD AGREEMENT - ARTICLE I**

The Miami-Dade County Department of Cultural Affairs and the Cultural Affairs Council, the Mayor and the Board of County Commissioners are pleased to announce that Miami-Dade County has awarded a grant as described herein to «**ORGANIZATION**» (hereinafter referred to as the Grantee). The grant award is the result of an extensive public review process, which found that the Grantee is performing a public service through its programs and projects, and is awarded as follows:

**GRANTEE AND GRANT DESCRIPTION**

- |    |                          |                                                                                                |
|----|--------------------------|------------------------------------------------------------------------------------------------|
| 1. | GRANTEE:                 | «ORGANIZATION» (EIN# «FEDERAL_ID»)<br>«ADDRESS», «CITY», «STATE» «ZIP»                         |
| 2. | AMOUNT OF GRANT:         | «AWARD»                                                                                        |
| 3. | PROJECT:                 | «PROJECT_TITLE»<br>(as described in the program application and any revisions attached hereto) |
| 4. | ITEMIZED PROJECT BUDGET: | (as described in the Reinstatement of Project Budget attached hereto)                          |
| 5. | GRANT START DATE:        | October 1, 2006                                                                                |
| 6. | GRANT END DATE:          | September 30, 2007                                                                             |
| 7. | REPORT DEADLINE:         | November 14, 2007                                                                              |

The Parties hereto have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

**MIAMI-DADE COUNTY, FLORIDA, by its BOARD OF COUNTY COMMISSIONERS:**

\_\_\_\_\_  
Clerk, Miami-Dade County  
Board of County Commissioners

\_\_\_\_\_  
County Manager/Designee

**GRANTEE:**

Articles I, II, III, IV and V, together with their exhibits, the Restatement of Project Budget, original application and Universal Affidavit, make up this grant award contract. In signing this article, the undersigned officials, on behalf of the Grantee, certify that they have read and will abide by the terms and considerations set forth in the General Terms and Conditions for Grants (Articles II, III, IV and V) dated July, 2005 as provided with the grant award package, and with those provisions outlined in the notarized and attached Universal Affidavit. Further, the Grantee agrees that the funded project will be executed in substantially the form outlined in the original application as approved for funding; in accordance with the program guidelines of the «PROGRAM»; and within the scope of budget submitted in the attached Restatement of Project Budget.

(Grantee's Corporate Seal)

\_\_\_\_\_  
Signature Authorized Official #1

\_\_\_\_\_  
Printed Name/Title Authorized Official #1

\_\_\_\_\_  
Signature Authorized Official #2

\_\_\_\_\_  
Printed Name/Title Authorized Official #2



**MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS**  
**GENERAL TERMS AND CONDITIONS FOR GRANTS (October, 2006) – ARTICLES II, III, IV and V**

**ARTICLE II**

1. **Parties:** The parties to the Grant Award Agreement, which shall be referenced herein as the "Agreement," are the Grantee listed in Article I.1, and Miami-Dade County, Florida, a political subdivision of the State of Florida. The Home Rule Charter authorizes Miami-Dade County to provide for the uniform health and welfare of the residents throughout the County, and further provides that all functions not otherwise specifically assigned to others under the Charter, shall be performed under the supervision of the County Manager or his designee. The County Manager has delegated the responsibility of administering this grant to the Director of the Miami-Dade County Department of Cultural Affairs, who shall be referred to herein as the "Director."

2. **Amount and Payment of Grant Award:** The total amount of the grant is specified in Article I.2. By making this grant, Miami-Dade County assumes no obligation to provide financial support of any type whatever in excess of the total grant amount. Cost overruns are the sole responsibility of the Grantee. Grant funds will be supplied to the Grantee once the award is approved and subject to the conditions and limitations as outlined in the Agreement and its accompanying articles and attachments.

Miami-Dade County's obligation to pay the award under the Agreement is contingent upon an appropriation by the Miami-Dade County Mayor and the Board of County Commissioners and on the availability of funds. In the event that County funds on which the Agreement is dependent do not materialize or are withdrawn, the Agreement is terminated and the County has no further liability to the Grantee, beyond that already incurred by the termination date. In the event of a County revenue shortfall, the total grant will be reduced accordingly. Such termination or reduction of the total grant shall not affect the responsibility of the Grantee under the Agreement as to those funds distributed.

3. **Project Description:** The Grantee may use the grant only for the purposes which are specifically described in Article I.3, designated "Project," as documented in the Grantee's program application and in accordance with the published guidelines of the grant program through which this grant is being awarded. Any necessary changes in the scope of the project are cited in the attached Restatement of Project Budget. Further, it is expressly understood and agreed that the Grantee's program(s) supported by these grant funds must be open and accessible to the public, provide public exposure and benefit the public unless otherwise noted under Article V, "Special Conditions," of the Agreement.

Minor project revisions believed to be necessary for the purpose of completing the project, but which do not substantially alter the original project, its quality, impact, or benefit to the organization, the County or its citizens, must be requested in writing to the Director sufficiently prior to implementation of revisions for the Director's approval. Minor revisions include, but are not limited to those affecting project scope, venue, timeframe and participants. The Director will make the final determination on revisions within fourteen (14) business days of the date of receipt of the request in the Department of Cultural Affairs' offices.

4. **Project Budget:** The Grantee agrees to demonstrate fiscal stability and the ability to administer grant funds responsibly and in accordance with standard accounting practices by developing and adhering to a project budget that is based upon reasonable revenue development and expenditures projected to accomplish the project covered under the Agreement. This budget is referenced in Article 1.4. and is attached to the Agreement as the Restatement of Project Budget, and the Grantee agrees that all expenditures will be subject to the terms of the Agreement and will not significantly deviate from the budget included as a part of the Grantee's program application or funding request information provided to the Miami-Dade County Department of Cultural Affairs. Any grant expense budget. **The Grantee agrees and expressly understands that any grant budget revisions including line item changes necessary for the purpose of completing the project must be requested in writing to the Director for his consideration prior to the Grant End Date stated in Article 1.6 and that any requested changes may not exceed twenty-five percent (25%) of the total amount of the grant award.** The Director will approve or disapprove the Grantee's request in writing within fourteen (14) business days of the date of receipt of the request in the Department's offices.

5. **Grant End Date:** The Grantee shall encumber all grant and matching funds on or before the Grant End Date as outlined in Article 1.6. Any grant funds not encumbered by the Grant End Date or for which a project extension has not been requested, or any encumbered funds not expensed within forty-five (45) days of the Grant End Date shall revert to the Department and the Agreement shall be terminated in accordance with Article II.14. A project extension may be requested in writing from the Director at least thirty (30) business days prior to the Grant End Date. The Director, at his discretion, may grant an extension of up to one (1) year of the Grant End Date so long as such extension will not significantly alter the project including its quality, impact, or benefit to the organization, the County or its citizens.

6. **Report Deadline:** To demonstrate that the Grantee has used the grant award for the project as approved (Article I.3.) and the Itemized Project Budget (Article I.4.) as attached to the Agreement as the Restatement of Project Budget, and has met and fulfilled all requirements as outlined in the Agreement, original application, and any other substantive materials as may be attached or included as a condition to this grant award, the Grantee must submit to the Director or his designee, a written Final Report documenting that the Grantee is meeting or has fulfilled all project and financial requirements. This report is to be received by the Director or his designee by the date specified in Article 1.7. in the form specific to the program through which this grant is being awarded. **The Grantee agrees and expressly understands that in making Final Report to the Department, any deviation from the grant expense budget attached to the Agreement as the Restatement of Project Budget must be requested in writing to the Director for his consideration prior to the Grant End Date stated in Article 1.6 and that any requested**

**changes may not exceed twenty-five percent (25%) of the total amount of the grant award.** The Director, at his sole discretion, may require the Grantee to submit interim reports demonstrating progress on the project and accounting for project expenses to date. The Director may also require that a compilation statement or independent financial audit encompassing the entire grant period and accounting for the expenditure of grant funds be prepared by an independent certified public accountant at the expense of the Grantee.

With the exception of grants made through the Major Cultural Institutions Grants Program and the Cultural Advancement Grants Program, the Grantee shall attach to the Final Report, copies of original documentation conclusively demonstrating the expenditure of funds for the items indicated in the Restatement of Project Budget as grant award expenses. Documentation shall include, but not be limited to, copies of original bills, invoices, vouchers, receipts, and copies of canceled checks (front and rear) clearly designating payment for expenses associated with the event. Cash transactions are not acceptable unless a copy of a contract, invoice, receipt or other documentation supporting such cash payment is received, marked "paid" and signed by the recipient of the cash. The Director reserves the right to request original documentation to substantiate grant expenditures.

In the case of grants made through the Major Cultural Institutions Grants Program, the Grantee shall submit an independent financial audit of the fiscal year encompassing the grant period as part of its Final Report. If an audit is not prepared in time to meet the Final Report deadline, a compilation statement encompassing the grant period prepared by an independent certified public accountant or corporate financial officer, attesting to the Grantee's financial position as reported and to the Grantee's total compliance with the provisions of the grant, may be submitted in the interim until such time as the final audit is available.

In the event that the Grantee fails to submit the required Final Report by the deadline date specified in Article 1.7., the Director may terminate the Agreement in accordance with Article II.14. Further, the Director or his designee must approve this report before the Grantee is deemed to have met all conditions of the grant award.

**7. Program Monitoring and Evaluation:** The Director or his designee may monitor and conduct an evaluation of the Grantee's operations and the project for which this grant is provided, which may include visits by County representatives to: observe the project or Grantee's programs, procedures, and operations; discuss the Grantee's programs with the Grantee's personnel; and/or evaluate the public impact of these funded events and activities.

Upon request, the Grantee shall provide the Director with notice of all meetings of its Board of Directors or governing board, general activities and project-related events. In the event the Director or his designee conclude, as a result of such monitoring and/or evaluation, that the Grantee is not in compliance with the terms of the Agreement, is not fulfilling other program requirements or stipulations for which this Grant has been provided or for other reasons which significantly impact on the Grantee's ability to fulfill the conditions of this grant award, the Director or his designee must provide in writing to the Grantee, within thirty (30) days of the date of said monitoring/evaluation, notice of the inadequacy or deficiencies noted which may significantly impact on the Grantee's ability to complete the project or fulfill the terms of the Agreement within a reasonable time frame. If Grantee refuses or is unable to address the areas of concern within thirty (30) days of receipt of such notice, the Director, at his discretion, may take other actions, which may include the withholding, reduction or rescission of grant funds until such time as the Grantee can demonstrate that such issues have been corrected.

Further, in the event that the Grantee refuses or is unable to address the areas of concern and the grant award has been disbursed in full or in part, then the Director may request the return of the full or partial grant award. The Director may also institute a moratorium on applications from the Grantee to Department of Cultural Affairs grants programs for a period of up to one (1) year or until the deficient areas have been addressed to the satisfaction of the Director, whichever occurs first.

**8. Bank Accounts and Bonding:** Monies received pursuant to the Agreement shall be kept in accounts in established Florida banks, credit unions or savings and loan associations whose identity shall be disclosed in writing, with the identity and title of individuals whom the Grantee authorizes to withdraw or write checks on grant funds from the banking institution identified on the "Bank Account Disclosure" form submitted by the Grantee. These accounts need not be accounts which are segregated from other accounts maintained by the Grantee. However, it is highly recommended that the Grantee maintain a separate account for these grant funds.

**9. Accounting and Financial Review:** The Grantee must keep accurate and complete books and records for all receipts and expenditures of this grant award and any matching funds required in conformance with reasonable general accounting standards. These books and records, as well as all documents pertaining to payments received and made in conjunction with this grant, such as vouchers, bills, invoices, receipts and canceled checks, shall be retained in Miami-Dade County in a secure place and in an orderly fashion by the Grantee for at least two (2) years after: the Grant End Date specified in Article I.6.; the expiration of an extended grant period as approved by the Director; the completion of a County requested or mandated audit or compliance review; the conclusion of a legal action involving the grant award, the Grantee and/or project or activities related to the grant award.

The Director or his designee may examine these books, records and documents at the Grantee's offices or other approved site under the direct control and supervision of the Grantee during regular business hours and upon reasonable notice. Furthermore, the Director may, upon reasonable notice and at the County's expense, audit or have audited all financial records of the Grantee, whether or not purported to be related to this grant.

10. **Publicity and Credits:** The Grantee must include the following credit line in all promotional and marketing materials related to this grant including web sites, news and press releases, public service announcements, broadcast media, event programs, and publications: "With the support of the Miami-Dade County Department of Cultural Affairs and the Cultural Affairs Council, the Miami-Dade County Mayor and Board of County Commissioners." The grantee must also use the Department's logo in marketing and publicity materials whenever possible. Please call the Department to request an electronic logo file or download it from our website ([www.miamidadearts.org](http://www.miamidadearts.org)).

In addition, grantees shall include The Children's Trust logo (available for download at [www.thechildrenstrust.org/MediaKit.asp](http://www.thechildrenstrust.org/MediaKit.asp)) and the following statement in all materials related to the grant project, including but not limited to newsletters, press releases, brochures, fliers, websites or any other materials for dissemination to the media or general public:

"The (insert event/program name) is funded by The Children's Trust. The Trust is a dedicated source of revenue established by voter referendum to improve the lives of children and families in Miami-Dade County."

Note: In cases where funding by The Children's Trust represents only a percentage of the grantee's overall funding, the above language can be altered to read "The (insert event/program name) is funded in part by The Children's Trust..."

11. **Liability and Indemnification:** It is expressly understood and intended that the Grantee, as the recipient of grant funds, is not an officer, employee or agent of Miami-Dade County, its Board of County Commissioners, its Mayor, the Department of Cultural Affairs or the Cultural Affairs Council. Further, for purposes of the Agreement and the grant project or activity, the parties hereto agree that the Grantee, its officers, agents and employees are independent contractors.

The Grantee shall take all actions as may be necessary to ensure that its officers, agents, employees, assignees and/or subcontractors shall not act as nor give the appearance of that of an agent, servant, joint venturer, collaborator or partner of the Department of Cultural Affairs, the Cultural Affairs Council, the Miami-Dade County Mayor, the Miami-Dade County Board of County Commissioners, or its employees.

The Grantee agrees to be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in the Agreement, including entering into subcontracts with vendors for services and commodities, provided that it is understood by the Grantee that Miami-Dade County shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract, and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

The Grantee shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, law suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Agreement by the Grantee or its employees, agents, servants, partners, principals or subcontractors. The Grantee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the County, where applicable including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The Grantee expressly understands and agrees that any insurance protection required by the Agreement or otherwise provided shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the County or its officers, employees, agents and instrumentalities as herein provided.

12. **Assignment:** The Grantee is not permitted to assign this grant award or any portion thereof. Any purported assignment will render this grant null and void and the Grantee shall be subject to immediate rescission of the full amount of the grant award and reimbursement by the Grantee of its full value to the County.

13. **Compliance with Laws:** It shall be a contractual obligation of the Grantee hereunder, that during the term of the Agreement, the Grantee agrees to abide by and be governed by all applicable federal, state and county laws and the terms of grants made to Miami-Dade County and the Miami-Dade County Department of Cultural Affairs and Cultural Affairs Council, of which this grant is a sub grant, including, but not limited to the following Miami-Dade County Ordinances, Resolutions, sections of the County Code and federal laws:

- (a) County Ordinance No. 72-82 - Miami-Dade County's Conflict of Interest and Code of Ethics Ordinance - as amended, which is incorporated herein by reference as if fully set forth herein;
- (b) Section 2-8.1- of the Miami-Dade County Code - Ownership Disclosure;
- (c) County Ordinance No. 90-133- Amending Sec. 2-8.1; (d)(2) - Employment Disclosure;
- (d) Section 2-8.6 -of the County Code - Criminal Record;
- (e) County Resolutions R-202-96, R-206-96, R-13211-99;
- (f) County Ordinance No. 92-15 codified as Section 2-8.1.2 of the County Code - Employment Drug-free Workplace;
- (g) County Ordinance No. 142-91 codified as Section 11A -29 et. seq. of the County Code – Family Leave;

- (h) County Resolution R-385-95 - Miami-Dade County Disability Nondiscrimination Affidavit, incorporating the following Federal laws and Acts:
- (1) The Americans with Disabilities Act of 1990 (ADA), Pub.L. 101-336, 104 Stat. 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment;
  - (2) Title II, Public Services;
  - (3) Title III, Public Accommodation and Services Operated by Private Entities; and Section 504 of the Rehabilitation Act of 1973;
  - (4) Title IV, Telecommunications;
  - (5) Title V, Miscellaneous Provisions: The Rehabilitation Act of 1973, 29 U.S.C. Section 794; The Federal Transit Act, as amended 49 U.S.C. Section 1612; The Fair House Act as amended, 42 U.S.C. Section 3601 - The foregoing requirements of this section shall not pertain to contracts with the United States or any department or agency thereof, or the State or any political subdivision or agency thereof or any municipality of this State;
- (i) Section 2-8.1 (c) of the County Code regarding Delinquent and Currently Due Fees or Taxes;
  - (j) Resolution R-1206-97 regarding Welfare Reform Work Participation.

The Grantee has certifiably indicated compliance with these laws, ordinances and resolutions by properly executing the affidavits attached hereto.

Further, all funded activities must provide equal access and equal opportunity in employment and services, and may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation or physical ability, in accordance with Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972 as amended (42 U.S.C. 2000d et seq.), the Americans with Disabilities Act (ADA) of 1990, Section 504 of the Rehabilitation Act of 1973, and Miami-Dade County ordinances No. 97-170, § 1, 2-25-97 and No. 98-17, § 1, 12-1-98.

14. **Remedies:** In the event the Grantee shall fail to materially conform with any of the provisions of the Agreement or its attachments referenced herein, the Director may withhold or cancel all, or any, unpaid installments of the grant upon giving five (5) calendar days written notice to the Grantee, and the County shall have no further obligation to the Grantee under the Agreement. Further, in the event of a material breach of any term or condition of the Agreement, upon five (5) calendar days written demand by the Director, the Grantee shall repay to Miami-Dade County all portions of the grant which have been received by the Grantee, but which have not actually been disbursed by the Grantee as of the date that the written demand is received.

In the event this grant is canceled or the Grantee is requested to repay grant funds because of a breach of the Agreement, the Grantee will not be eligible to apply to the Miami-Dade County Department of Cultural Affairs for another grant for a period of one (1) year, commencing on the date the Grantee receives notice in writing of the breach of the Agreement. Further, the Grantee will be liable to reimburse Miami-Dade County for all unauthorized expenditures discovered after the expiration of the grant period. The Grantee will also be liable to reimburse the County for all lost or stolen grant funds.

Grant funds which are to be repaid to Miami-Dade County pursuant to this Section or other Sections in the Agreement, are to be repaid by delivering to the Director a certified check for the total amount due, payable to the Miami-Dade County Board of County Commissioners.

These provisions do not waive or preclude the County from pursuing any other remedy, which may be available to it under the law.

15. **Indulgence Will Not Be A Waiver of Breach:** The indulgence of either party with regard to any breach or failure to perform any provision of the Agreement shall not be deemed to constitute a waiver of the provision or any portion of the Agreement either at the time the breach or failure occurs or at any time throughout the term of the Agreement.

16. **Written Notices:** Any written notices required under the Agreement will become effective when delivered in person or upon the receipt of a certified letter addressed to the Grantee at the address specified in Article I.1 of the Agreement, and to the Director when addressed as follows: Director, Miami-Dade County Department of Cultural Affairs, 111 NW First Street, Suite 625, Miami, Florida 33128.

17. **Captions Used in the Agreement:** Captions as used in the Agreement are for convenience of reference only and should not be deemed or construed as in any way limiting or extending the language or provisions to which such captions may refer.

18. **Contract Represents Total Agreement:** The Agreement, including its special conditions and attachments, represents the whole and total agreement of the parties. No representations, except those contained within the Agreement and its attachments, are to be considered in construing its terms. Other than as specified in this agreement, no modifications or amendments may be made to the Agreement unless made in writing, signed by both parties, and approved by appropriate action by the Miami-Dade County Board of County Commissioners and Mayor.

### **ARTICLE III - INSURANCE**

The Grantee must maintain and shall furnish upon request to the Director or his designee, certificates of insurance indicating that insurance has been obtained which meets the requirements as outlined below:

1. Workers' Compensation Insurance for all employees of the Grantee as required by Chapter 440 Florida Statutes.
2. Public Liability Insurance on a comprehensive policy in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the project, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

The insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

1. The Company must be rated no less than "B" as to the management, and no less than "Class V" as to financial strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division; or,
2. The Company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida," issued by the State of Florida Department of Insurance, and is a member of the Florida Guaranty Fund.

Certificates must indicate that no modification or change in insurance shall be made without thirty (30) days advance written notice to the certificate holder.

Modification or waiver of any of the aforementioned insurance requirements is subject to the approval of the County's Risk Management Division. The Grantee shall notify the County of any intended changes in insurance coverage, including any renewals of existing policies.

### **ARTICLE IV - TERMINATION**

If, for any reason, the Grantee shall fail to fulfill in a timely and proper manner its obligations under the Agreement, or should violate any of the covenants, agreements, or stipulations of the Agreement, the County shall thereupon have the right to terminate the Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

Notwithstanding the above, the Grantee shall not be relieved of liability to the County by virtue of any breach of the Agreement by the Grantee, and the County may withhold any payments to the Grantee until such time as the exact amount of damages due to the County from the Grantee is determined.

### **ARTICLE V - SPECIAL CONDITIONS**

None.